



**The Comptroller General  
of the United States**

Washington, D.C. 20548

## **Decision**

**Matter of:** Americorp

**File:** B-232688

**Date:** November 23, 1988

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### **DIGEST**

1. Where corporation submits bid in abbreviated corporate name and also supplies its Federal Employee Identification Number with bid documents, there is sufficient evidence that identifies corporation as the party to be bound by any contract award, and bid therefore is responsive.

2. Upward correction of low bid is proper where the bidder presents clear and convincing evidence, in the form of bid worksheets, that the mistake in bid occurred due to a failure to include item price in subtotal, and then calculation of total price based on the understated subtotal.

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### **DECISION**

Americorp protests the proposed award of a contract to D.E.W. Management Services, Inc. (D.E.W.), under invitation for bids (IFB) No. DAHA10-88-B-0007, issued by the Department of the Army for food services. Americorp, the second low bidder, contends that D.E.W.'s bid should be rejected as nonresponsive because the name in which the bid was submitted, "D.E.W., Inc.," is not a legal entity. Americorp also contends that D.E.W. improperly was permitted an upward correction of its low bid. For the reasons set forth below, we deny the protest.

On July 15, 1988, the Army issued the subject invitation seeking nonpersonal services for the furnishing of food preparation and serving and mess attendant services at Gowen Field, Idaho. The low bid was submitted in the name of "D.E.W., Inc.," and signed by David E. Wade, as president. Americorp protested to the contracting officer on August 31, that the D.E.W. bid was nonresponsive and should be rejected because D.E.W. was dissolved in 1985, and that D.E.W. thus cannot be legally bound by its bid. The contracting officer denied the protest after determining

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that D.E.W. was simply a shortened version of D.E.W. Management Services, Inc., which was incorporated in the state of Georgia prior to the solicitation of bids. This protest to our Office followed.

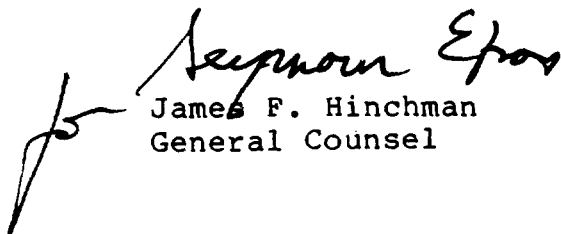
Americorp contends that where a bid is submitted in other than the bidder's legal name, the bidder cannot be legally bound, the contract cannot be enforced, and the bid therefore is nonresponsive. We have held, however, that where a bidder uses slight variations in its name in bid documents, the bid is not defective so long as it can be established that the different names refer to the exact same entity. See Montgomery Elevator Co., B-220655, Jan. 28, 1986, 86-1 CPD ¶ 98; Jack B. Imperiale Fence Co., Inc., B-203261, Oct. 26, 1981, 81-2 CPD ¶ 339. Here, the record shows that the Federal Employee Identification Number D.E.W. included in its bid was assigned by the Internal Revenue Service to D.E.W. Management Services, Inc. This evidence clearly establishes that D.E.W. Management Services, Inc., was the bidding party and that D.E.W. was merely a variation or abbreviation of that corporate name. D.E.W. therefore would be bound by the terms of its bid and the bid is responsive.

Americorp also challenges the agency's decision to permit D.E.W. to correct an alleged mistake in its bid, increasing its price from \$475 per day to \$595 per day (compared to Americorp's price of \$690 per day). Such an upward correction in a bid is permitted, however, where the bidder submits clear and convincing evidence showing that a mistake was made, the manner in which the mistake occurred, and the intended price. Federal Acquisition Regulation § 14.406-3(a). Whether the evidence furnished meets the clear and convincing standard is a question of fact, and we will not question an agency's determination based on this evidence unless it is unreasonable. McGeary Co., B-230713, June 20, 1988, 88-1 CPD ¶ 586.

Here, D.E.W. has furnished copies of its original worksheets (the originals apparently were lost by the Army during its consideration of the matter), which show that the mistake occurred when the firm failed to add a \$101.96 daily management cost to a subtotal, and then calculated its total daily price by adding four subtotals. As a result, the total cost was understated by \$101.96, plus 10 percent of that amount for profit, and 10 percent for bookkeeping, for a total understatement of \$121 per day. (The worksheets show that both the original and corrected final totals were rounded up for easy billing--from \$471.28 to \$475, and from \$592.28 to \$595--accounting for slight discrepancies in both the mistaken and corrected final totals.) Based on

this information, we believe the Army reasonably determined that D.E.W. presented the clear and convincing evidence required to permit correction.

The protest is denied.

James F. Hinchman  
General Counsel